

GRADUATE TUITION RECIPROCITY AGREEMENT

**University of Cincinnati
And
Northern Kentucky University**

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Northern Kentucky University Board of Regents, and University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2003, through June 30, 2005, and may be renewed prior to June 30, 2005, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2005, to June 30, 2007.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each of the parties to this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. A copy of the amendment with signatures will be sent to all parties. If all parties do not approve, the agreement will not be amended.

A review of this agreement will occur on an annual basis or at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by either of the parties, or by either the Ohio Board of Regents or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Ohio Program

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following graduate degree programs:

- all graduate programs offered in the College of Engineering;
- all graduate programs offered in the College of Pharmacy;
- all graduate programs offered in the College of Arts and Sciences;
- all graduate programs offered in the College of Allied Health;
- all graduate programs offered in the College of Nursing;
- all graduate programs offered in the College-Conservatory of Music;
- all Doctor of Medicine (M.D.) degree programs;
- the M.S. programs in Molecular Genetics, Biochemistry, and Microbiology; Molecular and Developmental Biology; Environmental Health Sciences; Environmental Health Sciences/Biostatistics; Environmental Health Sciences/Epidemiology; Occupational Safety and Ergonomics; Radiological Sciences; Toxicology; the FLEX program, and all Ph.D. programs offered in the College of Medicine;
- the Master of Fine Arts (M.F.A.), M.A. in Art History, M.A. in Art Education, Master of Community Planning (M.C.P.) degree programs, and Ph.D. in Planning in the College of Design, Architecture, Art, and Planning;
- all graduate programs offered in the College of Education., in conformance with the limitations set forth in the following bullet:
 - reciprocity for the M.Ed. Concentration in Teacher's Education at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties who are employed as full-time K-12 teachers in Ohio.

The following graduate programs at the University of Cincinnati are excluded from this agreement:

- all graduate programs offered in the College of Business;
- all programs offered in the College of Law;

- all graduate programs offered in the College of Design, Architecture, Art, and Planning except the programs designated above as subject to the agreement;
- all graduate programs offered in the School of Social Work;
- all graduate programs offered in the College of Medicine except the programs designated above as subject to the agreement;
- all certificate programs offered at the University of Cincinnati are excluded from this agreement.

In this section, the word “program” means only graduate or professional degree program and the word “resident” means resident for the purpose of determining tuition as defined by the respective institutions.

3. Ohio Residents Eligibility/Kentucky Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at Northern Kentucky University in the M.A. in Education degree program subject to the limitation set forth in the bullet below:

- Reciprocity for the M.A. in Education at Northern Kentucky University is limited to residents of the eligible counties who are employed as regular teachers in Kentucky.

All other graduate programs and certificate programs at Northern Kentucky University are excluded from this agreement.

In this section, the word “program” means only graduate degree program and the word “resident” means resident for the purpose of determining tuition as defined by the respective institutions.

4. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties, who attend the University of Cincinnati under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties, who attend Northern Kentucky University under this agreement as qualifying for resident Kentucky tuition, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing graduate standards and criteria of their institution, will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may forge an agreement at that time in regards to out-of-state surcharges for students appropriately enrolled in eligible programs at the time of termination.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, Northern Kentucky University, and the University of Cincinnati agree to provide annual reports to the Kentucky Council on Postsecondary Education and the Ohio Board of Regents on the enrollment and fiscal implications of the agreement on forms prescribed for this purpose by those state agencies.

III. Ohio Controlling Board Approval

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGE**

STATE AGENCIES

Thomas D. Layzell, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

Roderick G. W. Chu, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

INSTITUTIONS

James C. Votruba, President
Northern Kentucky University

Signed: _____

Date: _____

Joseph A. Steger, President
University of Cincinnati

Signed: _____

Date: _____